

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: May 25, 2010	Time Needed: 5 Min
Requesting Department: Public Works	Presenter(s) Name: Homero Vela
Motion before the Board: Staff recommends approval of a Professional Service contract with TranSystems Corporation for the Obed Road Bridge Rehabilitation post design engineering services for an amount not to exceed \$250,000.	
Recommendation: (who, what, where, when, how, etc.) Staff recommends approval.	
Background: (why should it be done, what will happen if not approved, etc.) This contract shall provide post design engineering services for the Obed Road Bridge Rehabilitation project which includes: Project Management and Coordination, Shop Drawings Review and Other Submittals, Bridge Inspection Services, Structural Steel Shop Inspection, Geotechnical Inspection Drilled Shaft and Integrity Testing Drilled Shafts. Mr. Jerry A. Cannon, P.E. with TranSystems Corporation designed the rehabilitation of this bridge and staff is recommending approval of this contract to streamline the project and not cause any immediate field construction delays.	
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) Will utilize a portion of the \$2,458,378.14 refund received from the Lone Pine Dam Bridge Project.	
Reviewed and approved by: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>County Manager _____</div> <div>County Attorney _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>Human Resources _____</div> <div>Finance _____</div> <div>MIS _____</div> <div>Public Works <u>HV</u></div> </div>	
Board Action Taken: Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Continued <input type="checkbox"/> Continued to: Approved with changes as follows <input type="checkbox"/>	
Clerks Notes: Open File <input type="checkbox"/> Copy Dept <input type="checkbox"/> Orig. Dept. <input type="checkbox"/> Pending <input type="checkbox"/> Log <input type="checkbox"/> Letter <input type="checkbox"/>	
Date: _____ Initial: _____	

REMINDER: AFTER NECESSARY APPROVALS, deliver 10 Copies + Original form and back-up to Board Office and submit an e-mail copy of this form to Clerk of the Board by 5:00 p.m. on Tuesday prior to meeting.



CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT made as of May 25, 2010, between Navajo County ("County") and TranSystems Corporation ("Consultant").

WHEREAS, County requires certain professional services for Obed Road Bridge Rehabilitation Post Design Engineering Services ("Project"); and

WHEREAS, Consultant represents that it has the necessary expertise to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Services.** Consultant shall perform the work described in the Scope of Work dated May 3, 2010, and those additional items set forth in the Consultant's schedule and fee proposal dated May 3, 2010, in a competent and professional manner to the satisfaction of County. The Scope of Work and the Consultant's schedule and fee proposal are attached hereto and by this reference incorporated herein. If any incorporated term is inconsistent with the Agreement, this Agreement shall control.
2. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity and professional expertise to perform this Agreement. Consultant shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed hereunder. Consultant shall assign specific individuals to key positions. Once assigned to work under this Agreement, key personnel shall not be removed or replaced without County's prior written approval.
3. **Independent Contractor.** Consultant acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by County, and Consultant shall be solely responsible for such matters.

4. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the work to be performed hereunder without County's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are imposed on Consultant by this Agreement with respect to those matters covered by Sections 8, 9, 10, 12, 15 and 18. Consultant is responsible for full performance of this Agreement regardless of whether subcontractors are used.
5. **Time for Completion.** Consultant's services will be provided in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with an agreed upon schedule for the performance of the Services hereunder. Time limits established by a schedule approved by County shall not, except for reasonable cause, be exceeded by County or Consultant. The Schedule shall be adjusted, if necessary, as the Project proceeds. The date for final performance shall be extended by the number of days that performance is delayed by governmental approval or review procedures or other causes beyond Consultant's reasonable control, as jointly confirmed in writing by the parties' representatives.
6. **Payment.** County shall pay to Consultant a not-to-exceed sum of two hundred fifty thousand dollars (\$250,000.00) as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of County's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period. Invoice amounts in percent of Project cost shall not exceed the percentage of completion of the Project as approved by County.
7. **Defects in Work.** County may reject any work product that fails to meet customary professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation as set forth in Section 12. No compensation shall be paid for any rejected work until such issues have been resolved.
8. **Insurance Requirements.**
 - A. Consultant shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect County and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide County with a current Certificate of Insurance or a certified copy of the insurance policy naming County as an additional insured (except for Errors and Omissions / Professional Liability coverage).

B. The following types and amounts of insurance are required as minimums:

Worker's Compensation	Statutory
Professional Liability	\$1,000,000 each occurrence and annual aggregate
Consultant's Protective Bodily Injury	\$1,000,000 each occurrence and annual aggregate
Consultant's Protective Personal Property	\$1,000,000 each occurrence and annual aggregate
Automobile Bodily Injury and Property Damage	\$1,000,000 each occurrence and annual aggregate
Valuable Papers	\$100,000

Standard minimum deductibles are allowed. Any deductibles are the responsibility of Consultant. Consultant shall immediately inform County of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by County. Consultant shall notify County upon any termination of its regular professional liability coverage and shall obtain tail coverage for a minimum of five years from the termination date.

C. Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.

9. **Indemnity.** To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless County and its representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from Consultant's negligent acts, errors, mistakes or omissions in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
10. **Records.** Consultant shall retain, and shall require each subcontractor to retain, all books, accounts, reports, files and other records relating to this Agreement for a period of five years after completion of the work. All such documents shall be subject to inspection and audit by County upon reasonable notice during normal business hours. A legible copy of any or all such documents shall be produced by Consultant at the request and expense of County.

11. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement without County's prior written approval, nor shall Consultant delegate any duty hereunder without County's prior written approval.
12. **Negotiation of Disputes.** The parties shall make a good faith effort to resolve any claim or controversy or claim through informal negotiation. Notice of any claim or controversy shall be provided in writing, with supporting documentation, to the recipient designated in Section 21. The recipient shall have seven calendar days to prepare and deliver a written response. If the parties fail to resolve the disputes within a reasonable period of not less than ten days, either party may pursue available legal remedies.
13. **Suspension and Termination by County:**
 - A. **Suspension.** County may, without cause, order Consultant in writing to suspend, delay or interrupt its performance in whole or part. An adjustment shall be made to the completion date and for any increase in the cost of performance resulting from the suspension, delay or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed or interrupted by another cause for which Consultant is responsible.
 - B. **Termination for Cause.** County may terminate this Agreement for cause if Consultant refuses or fails to supply enough properly skilled workers to perform this Agreement; fails to make required payments to subcontractors; disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, County shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, County may (without prejudice to any other rights or remedies it may have) terminate this Agreement and finish the work or cause it to be finished. If the unpaid balance of the Agreement exceeds the cost of finishing the work (including any expenses incurred by County as a result of Consultant's default), Consultant shall be entitled to payment for its performance up to the amount of such excess. If the cost of finishing the work exceeds the unpaid balance, Consultant shall pay the difference to County.
 - C. **Termination for Convenience.** County, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of County it is in County's best interests to do so. Consultant shall be paid for all material, equipment and services provided, as well as reasonable termination expenses and a reasonable allowance for profit and overhead, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to Consultant. Consultant shall not be entitled to profit and overhead on material, equipment and services which were not provided.

D. Consultant's Responsibilities. Upon receipt of a termination notice, Consultant shall (a) promptly discontinue all services (unless the notice directs otherwise), and (b) deliver or otherwise make available to County copies of all data, design calculations, drawings, specifications, reports, estimates, summaries and other information and materials developed or accumulated by Consultant in performing this Agreement.

14. **Termination by Consultant.** Consultant may terminate this Agreement upon written notice to County if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of Consultant or its agents, employees or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Consultant may also terminate this Agreement upon written notice and a ten-day opportunity to cure if County fails to make any payment within the time set forth in Section 6. Consultant may also terminate this Agreement upon written notice if suspensions, delays or interruptions by County equal in the aggregate more than 100% of the total number of days scheduled for completion.
15. **Governing Law.** This Agreement shall be governed by the law of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County) or the federal District of Arizona, but only after informal negotiation pursuant to Section 12.
16. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
17. **Non-Collusion.** The provisions of A.R.S. § 38-511 are incorporated herein by this reference.
18. **One-Year Limitation on Actions.** No action shall be maintained by Consultant on any claim based upon or arising out of this Agreement unless such action is commenced within one year after County's final payment hereunder.
19. **Entire Agreement.** This Agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the County's project manager is authorized to modify the Scope of Work, in writing, with the concurrence of Consultant so long as the project is not changed substantially or significant additional compensation is not required.

20. **Severability.** The provisions of this Agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.
21. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Consultant: Jerry A. Cannon, P.E.
Principal/Vice President
TranSystems Corporation
300 West Paseo Redondo
Tucson, AZ 85701

To Navajo County: Jeanine Carruthers
Fiscal/Contract Administrator
Navajo County, Public Works
P.O. Box 668
Holbrook, AZ 86025

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

Navajo County

By _____
Jesse Thompson, Chairman
Navajo County Board of Supervisors

ATTEST:

Melissa W. Buckley, Clerk of the Board

Consultant

By _____

Title: _____



TranSystems

300 West Paseo Redondo
Tucson, AZ 85701
Tel 520-792-2200
Fax 520-792-3668
www.transystems.com

May 3, 2010

William R. Bess, P.E. – County Engineer
Navajo County Department of Public Works
100 E. Carter Drive
P.O. Box 668
Holbrook, AZ 85025

Re: Obed Road Bridge Rehabilitation
TranSystems Project No. P605060053
Post Design Services

Dear Mr. Bess:

Enclosed is our revised consultant fee proposal for Post Design Services on Obed Road Bridge. We have enclosed a Scope of Work, Man Hour Estimates, and Fee Estimate. The estimated consultant fee for post design services is \$250,000. Our services will be invoiced to Navajo County based on our Cost, the cost for Sub Consultants and direct cost as provided in this proposal.

If you need additional information, let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry A. Cannon".

Jerry A. Cannon, P.E.
Principal/Vice President

CC: Dave Swietanski - Project Manager

POST DESIGN SERVICES SCOPE OF WORK

GENERAL

The Obed Road Bridge is a historic pre-World War II, six-span, one lane wide pony steel truss bridge with a wooden deck. The bridge is about 529 feet long, spanning the Little Colorado River in Section 22, Township 18 North, Range 19 East of the Gila and Salt River Base and Meridian in Navajo County, Arizona about one mile south of Joseph City. The bridge currently has an eight ton load limit. The bridge is important in that Obed Road serves a major portion of central Navajo County and could become an important bypass route if an accident were to close I-40 at Joseph City. The existing six span steel truss bridge is to be replaced with a new six span steel truss bridge and we will have legal load limit of 40 tons. The existing abutments will be reused and modified for the new bridge. The new bridge will be built using new steel trusses with a concrete deck. New concrete piers will be provided supported on drilled shaft foundation to resist scour forces.

SCOPE OF WORK

The following are tasks necessary to provide post design services for the construction of the Obed Road Bridge and approach roadway:

Task 1 Project Management and Coordination

TranSystems will provide necessary inspection services for the construction of this project. These services will include:

1. Attendance at the pre-bid meeting
2. Respond to contractor requests for information during bidding process.
3. Preparation of Addendum if needed.
4. Evaluation of Contractor qualifications and contractor bids.
5. Attendance at pre-construction meeting.
6. Attendance at weekly construction meetings (we estimate 20 such construction meetings)
7. Coordination with other inspectors including, Structural Steel Inspector, Geotechnical Engineer, and Integrity Testing Inspector.
8. Site visit to the steel fabrication shop during fabrication of steel (we estimate 3 trips to Arizona Fabrication)
9. Project Administration
10. Assist Navajo County with the approval of pay requests and change orders, etc.

Task 2 - Shop Drawings Review and Other Submittals

1. Review shop drawings for various items including but not limited to structural steel, reinforcing steel, drilled shaft construction, metal decking, bearing assemblies, steel erection method, and miscellaneous related items.
2. Evaluation of material tests results for conformance to contract documents.
3. Evaluation of concrete tests results and steel mill reports.
4. Evaluation of drilled shaft integrity tests results.
5. Prepare and maintain a submittal log including dates received and dates returned to contractor.
6. Prepare as built plans for the bridge.

Task 3 Bridge Inspection Services

1. Provide bridge inspection to verify the placement of the reinforcing steel. Epoxy dowels, anchor bolts, metal decking, concrete and miscellaneous items.
2. Provide Bridge Inspector to observe the removal of the existing bridge and modification to existing abutments.
3. Provide bridge inspector during erection of the steel trusses and placement of metal deck, expansion joints, deck joints, and other related items.
4. Provide a bridge inspector during the placement of drilled shaft reinforcing steel and placement of the concrete
5. Provide a bridge inspector during placement of reinforcing steel and placement of concrete for the bridge deck, columns, pier beams and miscellaneous items.

Task 4 Structural Steel Shop Inspection

TranSystems will provide a local structural steel inspector at the steel fabricators Arizona plant. We will retain the services of an inspector to provide quality assurance. They will prepare reports and observe the fabrication of the steel bridge.

Allowance: \$ 35,500.00

Task 5 Geotechnical Inspection Drilled Shaft

TranSystems will retain services of Terracon the Geotechnical Engineer, to perform inspection services for the drilled shaft foundation excavations and to log soil materials from the excavation.

Allowance \$ 18,500.00

Task 6 Integrity Testing Drilled Shafts

TranSystems will retain services of a qualified testing firm to provide integrity testing of the drilled shaft foundations.

Allowance: \$ 21,000.00

**Man Hour Estimates
 Post Design Services**

Task No.	Description	PM	PE	BI	Clerical	Total	Remarks
1	Project Management & Coordination	200	150	50	20	420	—
2	Shop Drawing Review & other submittals	20	50	150	20	240	—
3	Bridge Inspection Services	50	50	410	20	530	—
4	Structural Steel Shop Inspection	Allowance for Sub Consultant					\$35, 500.00
5	Geotechnical Inspection Drilled Shaft	Allowance for Sub Consultant					\$ 18,500.00
6	Integrity Testing Drilled Shafts	Allowance for Sub Consultant					\$ 21,000.00
Total		270	250	610	60	1190	

PM = Project Manager/Bridge Engineer
 PE = Project Engineer
 BI = Bridge Inspector

**Consultant Fee Proposal
 Post Design Services**

<u>Description</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Project Manager/Bridge Engineer	270	\$ 210.00	\$ 56,700.00
Project Engineer	250	\$ 150.00	\$ 37,500.00
Bridge Inspector	610	\$ 90.00	\$ 54,900.00
Clerical	60	\$ 60.00	\$ 3,600.00
Total labor Including over head and profit			\$152,700.00
<u>SUB CONSULTANTS</u>	<u>COST</u>		
Steel Inspector	\$ 35,500.00	Allowance for Sub Consultants	align="right">\$ 75,000.00
Geotechnical	\$ 18,500.00		
Integrity Testing	\$ 21,000.00		
<u>DIRECT EXPENSES</u>	<u>COST</u>		
Travel 40 trips @ 700 miles X.50	\$ 14,000.00		align="right">\$ 22,300.00
Lodging and Meals	\$ 6,000.00		
Delivery, Printing, Misc.	\$ 2,300.00		
Total Estimated Cost			\$250,000.00

Services Not Included:

- Inspection of roadway construction
- Meeting Room
- Concrete Material Testing
- Resident Engineer

Payment and Sub Consultant Professional Engineering Services

TranSystems will invoice Navajo County on an Hourly Basis for these post design services. The \$ 250,000.00 is an upset limit for post design services as outlined above.